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Tarrant County Texas

Official Public Records

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D210221466



PGS 13 \$64.00

Suzanne Henderson

Submitter: SIMPLIFILE

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**FIRST AMENDMENT TO  
EASEMENT AND RIGHT OF WAY AGREEMENT**

STATE OF TEXAS	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF TARRANT	§	

WHEREAS, a certain Easement and Right of Way Agreement (the "Agreement") dated April 14, 2008 was executed by and between Virgil L. Edson and Patricia Edson (as "Grantor") and Texas Midstream Gas Services, L.L.C., an Oklahoma limited liability company (as "Grantee"), the Agreement being recorded on May 5, 2009, Instrument Number D209119871, of the Official Public Records, Tarrant County, Texas;

WHEREAS, a copy of the Agreement is attached hereto as Exhibit "2"; and

WHEREAS, Grantee desires to amend the Agreement to: (i) replace the original plat with a revised plat and (ii) change the width of the permanent easement.

NOW, THEREFORE, for good and valuable consideration in hand paid to Grantor by Grantee, the receipt and sufficiency of which are acknowledged, Grantor and Grantee amend the Agreement as follows:

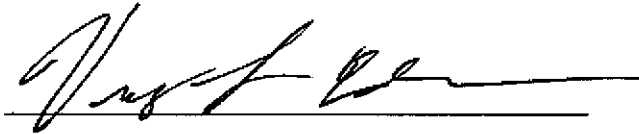
- (i) The easement description attached as Exhibit "A" to the Agreement is deleted, and is replaced by Exhibit "1", attached hereto and incorporated herein.
- (ii) Paragraph 1 of the Agreement describes the permanent easement as thirty feet (30') in width. The width is hereby amended to a variable width.

Except as amended by this First Amendment to Easement and Right of Way Agreement, all of the terms and conditions of the Agreement are ratified and shall remain in full force and effect.

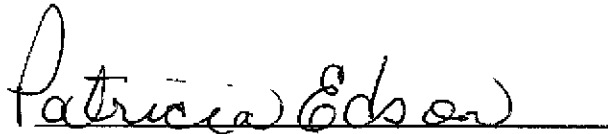
The provisions hereof shall be binding upon Grantor and Grantee and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

EXECUTED this 1st day of September, 2010.

**GRANTOR:** VIRGIL L. EDSON

A handwritten signature in black ink, appearing to read 'Patricia Edson', written over a horizontal line.

PATRICIA EDSON

A handwritten signature in black ink, appearing to read 'Patricia Edson', written over a horizontal line.

**GRANTEE:** TEXAS MIDSTREAM GAS SERVICES, L.L.C.,  
an Oklahoma limited liability company

BY:

A handwritten signature in black ink, appearing to read 'J. Michael Stice', written over a horizontal line.  
J. MICHAEL STICE  
Chief Executive Officer 

ACKNOWLEDGMENT

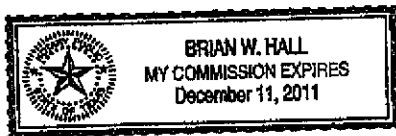
STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of September, 2010 by Virgil L. Edson.

(SEAL)



Brian W. Hall

Notary Public, State of Texas

Printed Name: Brian W. Hall

Commission Expires: 12-11-11

STATE OF TEXAS

§  
§  
§

COUNTY OF TARRANT

This instrument was acknowledged before me on the 1st day of September, 2010 by Patricia Edson.

(SEAL)



Brian W. Hall

Notary Public, State of Texas

Printed Name: Brian W. Hall

Commission Expires: 12-11-11

**CORPORATE ACKNOWLEDGMENT**

STATE OF OKLAHOMA       §  
   §  
COUNTY OF OKLAHOMA   §

This instrument was acknowledged before me on the 8<sup>th</sup> day of Sept., 2010 by J. Michael Stice, Chief Executive Officer of Texas Midstream Gas Services, L.L.C., an Oklahoma limited liability company, on behalf of said company.

(SEAL)

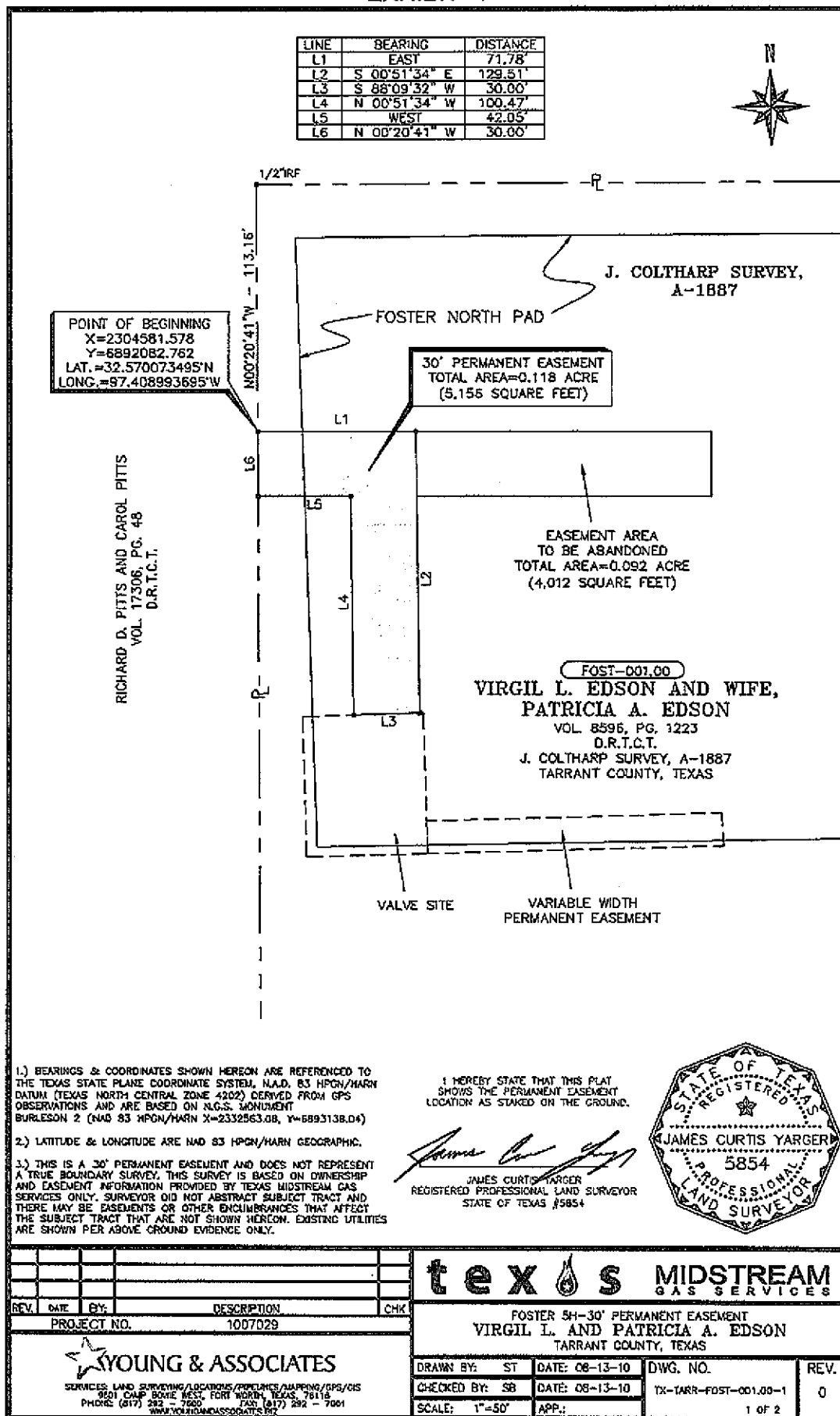


Tarah Bates  
Notary Public, State of Oklahoma

Printed Name: Tarah Bates

Commission Expires: 03/01/2014

## EXHIBIT "1"





Experienced Surveyors throughout the State of Texas  
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## EXHIBIT "1"

### 30' PERMANENT EASEMENT (0.118 ACRE)

BEING a 0.118 acre Permanent Easement situated in the J. Coltharp Survey, Abstract No. 1887, Tarrant County, Texas, and being a portion of a tract of land described to Virgil L. Edson and wife, Patricia A. Edson by deed recorded in Volume 8596, Page 1223 of the Deed Records of Tarrant County, Texas, said 0.118 acre Permanent Easement being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner on the westerly line of said Edson tract, from which a 1/2" iron rod found for the northwest corner of same bears North 00°20'41" West, 113.16 feet;

THENCE over under and across said Edson tract, the following courses and distances:

EAST, a distance of 71.78 feet to a point for corner;

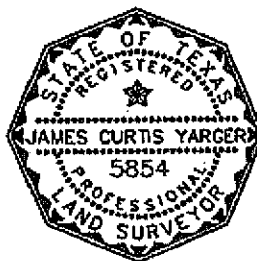
South 00°51'34" East, a distance of 129.51 feet to a point for corner;

South 88°09'32" West, a distance of 30.00 feet to a point for corner;

North 00°51'34" West, a distance of 100.47 feet to a point for corner;

WEST, a distance of 42.05 feet to a point for corner on the westerly line of said Edson tract;

THENCE North 00°20'41" West, with said westerly line, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.118 of an acre (5,156 square feet) of land, more or less.



JAMES CURTIS YARGER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OF TEXAS # 5854

EXHIBIT "1"

LINE	BEARING	DISTANCE
L1	N 01°38'06" W	15.04'
L2	N 88°17'31" E	133.61'
L3	S 04°20'30" E	15.23'
L4	S 88°21'54" W	134.33'



RICHARD D. PITTS AND CAROL PITTS  
VOL. 17306, PG. 48  
D.R.T.C.T.

1/2" RF

J. COLTHARP SURVEY,  
A-1887

-FOSTER NORTH PAD

**30' PERMANENT EASEMENT**

VALVE SITE

FOST-001.02

VIRGIL L. EDSON AND WIFE,  
PATRICIA A. EDSON  
VOL. 8596, PG. 1223  
D.R.T.C.T.  
J. COLTHARP SURVEY, A-1887  
TARRANT COUNTY, TEXAS

S 88°21'54" W  
76.23'

POINT OF BEGINNING  
X=2304581.762  
Y=6892082.762  
LAT.=32.570072428°N  
LONG.=97.408998932°W

VARIABLE WIDTH  
PERMANENT EASEMENT  
TOTAL AREA=0.047 ACRE  
(2,027 SQUARE FEET)

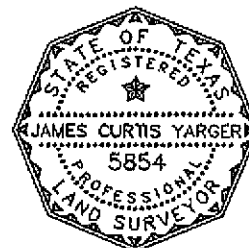
1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 HPGN/HARN DATUM (TEXAS NORTH CENTRAL ZONE 4202) DERIVED FROM GPS OBSERVATIONS AND ARE BASED ON N.G.S. MONUMENT BURLISON 2 (NAD 83 HPGN/HARN X=2332563.08, Y=6869138.04)

2.) LATITUDE & LONGITUDE ARE NAD 83 NPN/HARN GEOGRAPHIC.

3.) THIS IS A PERMANENT EASEMENT AND DOES NOT REPRESENT A TRUE BOUNDARY SURVEY. THIS SURVEY IS BASED ON OWNERSHIP AND EASEMENT INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES ONLY. SURVEYOR DID NOT ABSTRACT SUBJECT TRACT AND THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT AFFECT THE SUBJECT TRACT THAT ARE NOT SHOWN HEREON. EXISTING UTILITIES ARE SHOWN PER ABOVE GROUND EVIDENCE ONLY.

I HEREBY STATE THAT THIS PLAT  
SHOWS THE PERMANENT EASEMENT  
LOCATION AS STAKED ON THE GROUND.

JAMES CURTIS YARGER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
STATE OF TEXAS #5854



REV.	DATE	BY:	DESCRIPTION	CHECKED BY:
			PROJECT NO.	1007029



**★ YOUNG & ASSOCIATES**  
SERVICES: LAND SURVEYING/LOCATIONS/PIPELINES/MAPPING/GPS/GIS  
8601 CAMP BOWNE WEST, FORT WORTH, TEXAS, 76116  
PHONE: (817) 292 - 7600 FAX: (817) 292 - 7601  
[WWW.YOUNGANDASSOCIATES.RIZ](http://WWW.YOUNGANDASSOCIATES.RIZ)

**t e x  s** **MIDSTREAM**  
**GAS SERVICES**

FOSTER SH-PERMANENT EASEMENT  
VIRGIL L. AND PATRICIA A. EDSON  
TARRANT COUNTY, TEXAS

DRAWN BY: ST	DATE: 08-13-10	DWG. NO.	REV.
CHECKED BY: SS	DATE: 08-13-10	TX-TARR-FOST-001.02-1	0
SCALE: 1"=50'	APP.:	1 OF 2	



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[www.youngandassociates.biz](http://www.youngandassociates.biz)

EXHIBIT "1"

**VARIABLE WIDTH  
PERMANENT EASEMENT  
(0.047 ACRE)**

BEING a 0.047 acre Permanent Easement situated in the J. Coltharp Survey, Abstract No. 1887, Tarrant County, Texas, and being a portion of a tract of land described to Virgil L. Edson and wife, Patricia A. Edson by deed recorded in Volume 8596, Page 1223 of the Deed Records of Tarrant County, Texas, said 0.047 acre Permanent Easement being more particularly described by notes and bounds as follows:

COMMENCING at a 1/2" iron rod found for the northwest corner of said Edson tract;

THENCE South 00°20'41" East, with the westerly line of said Edson tract, a distance of 309.65 feet to a point for corner;

THENCE North 88°21'54" East, departing said westerly line, over and across same tract, a distance of 76.23 feet to the POINT OF BEGINNING;

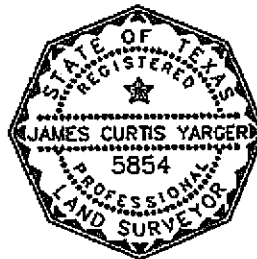
THENCE over under and across said Edson tract, the following courses and distances:

North 01°38'06" West, a distance of 15.04 feet to a point for corner;

North 88°17'31" East, a distance of 133.61 feet to a point for corner;

South 04°20'30" East, a distance of 15.23 feet to a point for corner;

THENCE South 88°21'54" West, a distance of 134.33 feet to the POINT OF BEGINNING and containing 0.047 of an acre (2,027 square feet) of land, more or less.



JAMES CURTIS YARGER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
OF TEXAS # 5854



## EXHIBIT "2"

## Electronically Recorded

Official Public Records

Tarrant County Texas

2009 May 08 03:48 PM

Fee: \$ 32.00

Submission: SIMPLIFILE

D209119871

5 Pages

*Signature: [illegible]*

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS

Grantor(s):

Virgil L. Edson and Patricia Edson  
3014 FM 1187  
Crowley, TX 76036-4590

Grantee:

TEXAS MIDSTREAM GAS SERVICES, L.L.C.  
P.O. Box 18162  
Oklahoma City, OK 73154-0162

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor (whether one or more), by these presents does hereby GRANT, BARGAIN, SELL, and CONVEY unto TEXAS MIDSTREAM GAS SERVICES, L.L.C., an Oklahoma limited liability company, duly authorized to do business in the State of Texas as Grantee, its successors and assigns, all of the following:

1. Easement. A permanent and exclusive easement and right-of-way Thirty feet (30') in width (hereinafter called the "Easement"), together with all improvements located thereon, on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, methodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing therefrom pipelines, together with such appurtenant facilities as from time to time desired by Grantee to be necessary or desirable in connection with the use and convenient operation of the pipelines, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines. The description of the Easement, and the land out of which the same is being acquired ("Grantor's Land"), are described in Exhibit "A" attached hereto and made a part hereof for all purposes.

2. Temporary Construction Easements. Temporary construction easements (hereinafter called "Temporary Construction Easements"), together with all improvements located thereon, on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of any of the pipelines on the Easement. The Temporary Construction Easement shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (i) the completion of construction of the pipelines on the Easement; or (ii) upon one (1) year following the start of construction of the pipelines. The description of the Temporary Construction Easements, and the part of Grantor's Land out of which the same is being acquired, are described in Exhibit "A" attached hereto and made a part hereof for all purposes, which may be amended from time to time.

Line: Foster 5 H  
Tract: TX-JOHN-FOST-001.00

Page 1 of 5

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D209119871

3. Grantee Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

4. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.

5. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and Grantee shall not be liable for damages caused on the Easement by keeping the right-of-way clear of trees, undergrowth and brush in the exercise of the rights herein granted.

6. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

7. Pipeline Depth. The pipelines will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipelines may be buried at a lesser depth.

8. Grantee Future Line Rights. Grantor and Grantee agree that should more pipelines be constructed and laid within the Easement after the initial construction period of said pipelines, Grantee shall then pay Grantor fifty dollars and no/100 cents (\$50.00) per rod for each additional line so constructed and laid, in addition to the damages provided for elsewhere in this agreement.

9. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 5 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Easement. Grantor agrees and understands Grantee's consideration herein paid does include payment of the initial damages caused by the initial construction of the pipelines and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

10. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipelines without prior, written consent of the Grantee.

11. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right-of-Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (2) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

12. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

13. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

14. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

15. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantor, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 14 day of April, 2008.

GRANTOR: Virgil L. Edson

By: [Signature]  
Printed Name: Virgil L. Edson  
Title: Owner

GRANTOR: Patricia A. Edson

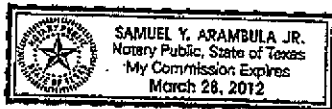
By: [Signature]  
Printed Name: Patricia A. Edson  
Title: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS     §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 14 day of April, 2008,  
by Virgil L. Edson and Patricia A. Edson.

[Signature]  
Notary Public in and for  
the State of Texas  
Samuel Y. Arambula Jr  
(Printed Name of Notary)  
My commission expires: March 28, 2012



Line: Foster 5 H  
Tract TX-John-FOST-001.00  
TARR  
11

## EXHIBIT "A"

